

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFASO-09-R-00073	Request for Proposal	6/4/2009	1 OF 37

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY DOT/FEDERAL AVIATION ADMINISTRATION EASTERN LOGISTICS SERVICE AREA, ASO-52ATL 1701 COLUMBIA AVENUE COLLEGE PARK, GEORGIA 30337		8. ADDRESS OFFER TO SAME AS BLOCK 7

9. FOR INFORMATION CALL: →	A. NAME KIERSTEN D. SELLERS	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (404) 305-5790
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10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date):*

REFURBISHMENT OF FIVE LOW-LEVEL WINDSHEAR ALERT SYSTEM (LLWAS) POLES AT THE FAYETTEVILLE REGIONAL AIRPORT AND THE ASHEVILLE REGIONAL AIRPORT, NORTH CAROLINA

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>30</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS 0

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time 6/17/2009 (date): Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS → Materials \$ _____ Labor \$ _____ Total \$ _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	25. RESERVED.
26. ADMINISTERED BY DOT/FEDERAL AVIATION ADMINISTRATION EASTERN LOGISTICS SERVICE AREA, ASO-52ATL 1701 COLUMBIA AVENUE COLLEGE PARK, GEORGIA 30337	27. PAYMENT WILL BE MADE BY FAA/MMAC AMZ-110-SO P.O. BOX 25710 OKLAHOMA CITY, OKLAHOMA 73125

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
		KIERSTEN D. SELLERS	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFASO-08-R-00070, Standard Form 1442	PAGE 2(a)	OF 37
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NSN 7540-01-152-8067	36-109	STANDARD FORM 36
PREVIOUS EDITION USABLE	GPO : 1984 0-432-126	COMPUTER GENERATED

PART I - SECTION C
SCOPE OF WORK

SO-C-1 SPECIFICATIONS

The following specifications are applicable to this acquisition: See Section J for applicable specifications.

(End of clause)

PART I - SECTION D
PACKAGING AND MARKING

THIS SECTION NOT USED

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.10.4-10 Inspection of Construction (July 2001)

(a) Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to

the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-42 Differing Site Conditions (July 2004)**
- 3.2.2.3-43 Site Investigation and Conditions Affecting the Work (July 2004)**
- 3.2.2.3-45 Material and Workmanship (July 2004)**
- 3.2.2.3-46 Supervising the Contract Work (July 2004)**
- 3.2.2.3-47 Permits and Responsibilities (July 2004)**
- 3.2.2.3-48 Other Contracts (July 2004)**
- 3.2.2.3-51 Operations and Storage Areas (July 2004)**
- 3.2.2.3-54 Preventing Accidents (July 2004)**
- 3.2.2.3-55 Availability and Use of Utility Services (July 2004)**
- 3.2.2.3-56 Schedules for Construction Contracts (July 2004)**
- 3.2.2.3-60 Specifications, Drawings, and Material Offers (July 2004)**
- 3.2.2.3-66 Contractor's Daily Log (July 2004)**
- 3.2.2.3-68 Safety and Health (July 2004)**
- 3.10.1-11 Government Delay of Work (April 1996)**
- 3.10.1-24 Notice of Delay (November 1997)**

3.2.2.3-41 Performing Work (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least **25** percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-50 Property Protection (July 2004)

(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

(c) You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like.

If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(End of clause)

3.2.2.3-71 Starting, Performing, and Completing Work (July 2004)

The Contractor (you) must (a) begin work under this contract within ten (10) calendar days after the date you receive the Notice-to Proceed (NTP), (b) perform the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after receipt of the NTP. The time allowed for completion must include final cleanup of the premises.

(End of Clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.2.2.3-62 Preconstruction Conference (July 2004)

The successful offeror must attend a pre-construction conference at a site the Contracting Officer designates before starting the work.

(End of Clause)

3.10.1-23 Contracting Officer's Representative-Construction Contracts (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within 5 calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.4.1-4 Performance Bond Requirements (April 1996)

(a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, unless another amount is specified in the contract "Schedule," within the time specified by the Contracting Officer.

(b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of Clause)

3.4.1-5 Payment Bond Requirements (April 1996)

(a) The contractor is required to submit a payment bond in the penal amount of 50% of the contract price within the time required by the Contracting Officer.

(b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of Clause)

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are the Project Manager and the Project Superintendent.

(End of Clause)

SO-H-1 SECURITY REQUIREMENTS

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements, 3.14-3, Foreign Nationals as Contractor Employees, and 3.14-4, Government-Issued Keys,

Identification Badges, and Vehicle Decals, and in Section I of this solicitation. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer, or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of clause)

SO-H-2 INSURANCE REQUIREMENTS

In addition to minimum insurance requirements specified elsewhere in this contract, the offeror shall determine specific insurance requirements where this contract work is to be performed (i.e., airport insurance requirements, or state or local insurance requirements) prior to submitting an offer. The offeror is required to determine and provide for the effects, if any, that these insurance requirements may have on the offer, or contract performance. Failure of the offeror to ascertain these requirements beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of clause)

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

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<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-5	Disclosure of Conflicts of Interest (May 2001)
3.2.2.3-8	Audit and Records (July 2004)
3.2.2.3-33	Order of Precedence (July 2004)
3.2.2.3-37	Notification of Ownership Changes (July 2004)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-50	Property Protection (February 2009)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-59	Organization and Direction of the Work (July 2004)
3.2.2.3-60	Specifications, Drawings, and Material Offers (February 2009)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (July 2008)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-9	Interest (January 2008)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-19	Prompt Payment for Construction Contracts (January 2003)
3.3.1-31	Progress Payments (November 2000)
3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-4	Performance Bond Requirements (April 1996)
3.4.1-5	Payment Bond Requirements (April 1996)
3.4.1-7	Notice to Proceed (April 1996)
3.4.1-12	Insurance (July 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans

	(April 2007)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
3.6.2-18	Davis Bacon Act (April 2009)
3.6.2-19	Withholding--Labor Violations (April 1996)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3-11	Toxic Chemical Release Reporting (April 2008)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-14	Use Of Environmentally Preferable Products (April 2009)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.4-3	Buy American Act - Construction Materials (July 1996)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.9.1-1	Contract Disputes (November 2002)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-12	Changes--Fixed-Price (April 1996)
3.10.1-15	Changes--Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)
3.10.1-16	Changes and Changed Conditions (April 1996)
3.10.1-19	Modification Cost Proposal - Price Breakdown (Construction) (April 1996)
3.10.1-20	Warranty--Construction (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-6	Default (Fixed Price Construction) (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)
3.1.7-6	Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or

(iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration
(October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for:

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before

the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlrb.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.6.3-12

Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement **with the request for final payment** indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Project Manager/Superintendent	5
Skilled Laborer	1
Unskilled Laborer	1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

**Federal Aviation Administration
Eastern Logistics Service Area, ASO-52 ATL
Attn: Kiersten D. Sellers
1701 Columbia Avenue
College Park, GA 30337**

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **\$200.00** for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **Charles Phillips, FAA Security & Hazardous Materials Staff, ASO-750A at 404-305-6792**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the **Fayetteville and Asheville LLWAS, North Carolina** must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2,

Contractor Personnel Suitability Requirements. The investigative forms must be submitted to **Kiersten D. Sellers, ASO-52** by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: **Federal Aviation Administration, Southern Region, ASO-52, 1701 Columbia Ave, College Park, GA 30337**. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Contracting Officer. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting **Kiersten Sellers, Contracting Officer, (404) 305-5790**.

Note: PHOTOGRAPHS FOR ID CARDS MUST BE DIGITAL IN "JPG" FORMAT AND MAY BE SUBMITTED ON A CD OR DISC WITH THE FORM DOT 1681.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

3.2.2.3-44 Physical Data (July 2004)

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site surveys, investigations and visual observations by the designers.

(b) The contractor shall be familiar with normal seasonal weather conditions under which work will be performed. Complete weather records are available from the National Weather Service.

(c) Transportation access to the site is by public highway and driveways within the facility site. The contractor shall be familiar with existing and planned highway conditions, and limitations applicable to project site construction access.

(End of clause)

SO-J-1 SPECIFICATIONS (Attachment 1)

SO-J-2 WAGE RATE DETERMINATIONS (Attachment 2)

Buncombe County, North Carolina, NC080016 dated 7/25/2008, 3 pgs
 Cumberland County, North Carolina, NC080032 dated 7/25/2008, 3 pgs

SO-J-4 CERTIFICATION OF INVOICE (Attachment 3)

SO-J-5 BUSINESS DECLARATION FORM (Attachment 4)

SO-J-6 PERFORMANCE BOND FORM (Attachment 5)

SO-J-7 PAYMENT BOND FORM (Attachment 6)

SO-J-8 PAST PERFORMANCE SURVEYS (Attachment 7)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of **60** calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)**(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35

Certification of Registration in Central Contractor Registration (CCR)
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-4	Organizational Conflict of Interest SIR Provision (March 2006)
3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19	Contract Award (July 2004)
3.2.2.3-72	Announcing Competing Offerors (July 2004)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following **electronic means: email**. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to Kiersten.Sellers@faa.gov

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all

items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.2.3-63 Site Visit (Construction) (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits has been scheduled for **TBD**. Point of contact is:

Asheville, North Carolina
Name: Sandra Pratt, AVL SSC MGR
Telephone: (828) 684-7333

Fayetteville, North Carolina
Name: Jeffrey Finch, SSC Manager
Telephone: (910) 484-5948

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm-fixed price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)

The NAICS code for this acquisition is 238990 - All Other Specialty Trade Contractors and the small business size standard is \$14.0 million average annual receipts over the past 3 fiscal years.

(End of provision)

SO-L-2 REQUIRED DOCUMENTS

The contractor SHALL return the following completed documents as part of its offer:

- a) **SF1442, Solicitation, Offer, and Award**
- b) **SF 36, Continuation Sheet, Schedule of Bid Items**
- c) **Section K, Representations, Certifications, & Other Statements of Offerors**
- d) **Standard Form 25, Performance Bond (Attachment 5)**
- e) **Standard Form 25a, Payment Bond (Attachment 6)**
- f) **Business Declaration (Attachment 4)**
- g) **Past Experience**

List all customers and facilities for which you had contracts to provide similar services for the last five years. Provide a summary for each such contract describing the size of the facility and the number shifts and employees you used to service the contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. **Provide current phone numbers of points of contact for each customer with whom you had similar projects for the last five years.**

- h) **Past Performance Surveys**

Arrange for at least **three** past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. **See Attachment 7.**

- i) **Work in Progress**

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

- j) **Available Resources**

A written summary of resources (including financial, personnel with resumes, and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

k) Financial information

Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility.

SO-L-4 HANDCARRIED OFFERS

If a contractor plans to hand carry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of provision)

SO-L-5 ESTIMATED PRICE RANGE

The estimated price range for this projects is:

Fayetteville LLWAS: \$50,000 - \$100,000

Asheville LLWAS: \$50,000 - \$100,000

(End of provision)

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

3.2.2.3-34 Evaluating Offers for Multiple Awards (July 2004)

In addition to other factors, the FAA (we, us) will evaluate offers on the basis of advantages and disadvantages to us that might result from making more than one award (multiple awards). We estimate that our administrative cost for issuing and administering each contract awarded under this SIR is \$500. We will make individual awards for the items or combinations of items that result in the lowest aggregate cost to us, including the assumed administrative costs.

(End of provision)

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT, LOWEST PRICE, TECHNICALLY ACCEPTABLE** considering price and if the contractor is found responsible.

(2) The Government may:

- (a) reject any or all offers if such action is in the public interest;
- (b) accept other than the lowest offer;
- (c) waive informalities and minor irregularities in offers received;
- (d) make award without written or oral discussion with offerors.
- (e) have discussions with any one offeror, all offerors, or without any discussion.

(3) Offers will be evaluated to determine that the offeror is responsible and minimally technically acceptable (i.e., whether satisfactory technical performance of the contract is likely by considering the offer, the published statement of work, specifications, drawings, and contract terms and conditions). Responsibility will be determined by considering financial status, acceptable past performance and experience, and availability of resources. Offers deemed technically acceptable **in all responsibility factors** will be further evaluated for pricing. Contract award will be based on the lowest firm fixed price, technically acceptable offer.

(4) This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. Each tier will be evaluated using the procedure outlined below. A determination of insufficient competition or unreasonable price will be made before the next tier is evaluated.

First Tier. It is the intent of the FAA to award a contract on a competitive basis to an eligible 8(a) business concern, provided that adequate competition is received and award can be made at a fair market price.

Second Tier. If circumstances do not permit an 8(a) award, the responsive offeror(s) from the first tier will be included in the evaluation of the second tier. The Government intends to award a contract on a competitive basis to an eligible service-disabled veteran owned small business, provided that adequate competition is received and award can be made at a fair market price.

Third Tier. If circumstances do not permit a service-disabled veteran owned small business award, the responsive offeror(s) from the first and second tier will be included in the evaluation of the third tier. The Government intends to award a contract on a competitive basis to an eligible small business concern, provided that adequate competition is received and award can be made at a fair market price.

Last Tier. If circumstances do not permit an award in the third tier, the FAA intends to award a contract on the basis of full and open competition from **among all responsible, responsive offers** received providing award can be made at a fair market price.

Adequate competition is defined as at least two (2) competitive offers received from qualified, responsible business concerns at the tier under evaluation.

(End of provision)

SPECIFICATIONS
FOR THE
REFURBISHMENT OF FIVE LLWAS POLES
AT THE
FAYETTEVILLE REGIONAL AIRPORT
FAYETTEVILLE, NORTH CAROLINA

1. GENERAL.

1.1. These specifications cover the requirements of the Federal Aviation Administration (FAA) for the refurbishment of five LLWAS poles and appurtenances at Fayetteville Regional Airport, Fayetteville, NC. This project is to include all hardware, equipment, labor, cranes, supervision and transportation necessary to complete the required work.

1.2. The requirements of these specifications are intended to be in conformity with all current electrical, building and OSHA codes. If they are found to be in conflict, the contractor shall notify the pertinent FAA official prior to continuing. The contractor shall also adhere to all Federal, state, and local labor and safety statutes that may apply.

1.3. ACRONYMS AND ABBREVIATIONS.

AF - Airway Facilities
CFM - Contractor Furnished Material
CO - Contracting Officer
COR - Contracting Officer's Representative
E/G - Engine Generator
FAA - Federal Aviation Administration
FAY - Identifier for Fayetteville, NC
GFM - Government Furnished Material
LLWAS - Low-Level Wind Shear Alert System
MAX - Maximum
MIN - Minimum
NTP - Notice To Proceed
SMO - System Management Office
SSC - System Support Center (local FAA)

2. CONDITIONS AFFECTING WORK.

2.1. SCOPE OF WORK. The scope of work shall include, but is not limited to, furnishing all labor, materials, tools, equipment, and services as necessary to satisfactorily complete the refurbishment of the five LLWAS poles and appurtenances. The general scope of work by site is as follows:

a) Site 2 (Lazy Acres Campground): Lower the 140' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

b) Site 3 (US 301 R.O.W.): Lower the 130' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

c) Site 4 (Fire Station): Lower the 120' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

d) Site 5 (Grady Jackson Farm): Lower the 120' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

e) Site 6 (Church): Lower the 120' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all

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reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

2.2. SCHEDULING OF WORK. The scope of work under this contract requires working on an operational FAA facility. The contractor, therefore, will be required to coordinate his daily activities with the local FAA. In addition, the contractor shall adhere to all airport requirements, including badging, bonding, insurance, access, etc. The contractor is expected to coordinate with the FAA such that he can egress the sites and work alone if necessary. All work, including daily cleanup, shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

2.3. EXISTING CONDITIONS.

2.3.1. ASBESTOS. No asbestos will be impacted during this contract.

2.3.2. LEAD. No lead will be impacted during this contract.

2.3.3. RESTROOMS. There are no restroom facilities at the sites.

2.3.4. WATER. There are no water facilities at the sites.

2.3.5. ELECTRICITY. 120v power is available to the contractor.

2.4. SITE VISIT. The bidder is expected to carefully examine the sites and all areas of proposed work to see firsthand the extent of work involved. The submission of a proposal will be considered prima facie evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work. It shall be the responsibility of the bidder to make his own interpretations of existing site conditions, as the drawings and specifications may not reflect all site characteristics. To coordinate a site visit, contact Mr. Jeff Finch, FAY SCC Manager at (910)484-5948.

2.5. WORKERS. Due to security regulations, no foreign national workers will be allowed on the job site without 30 day notification and approval. Contact the SSC Manager for further information.

3. SUBMISSIONS. No submissions are required.

4. MATERIAL.

4.1. GENERAL. All products and material specified herein shall be supplied, transported, maintained, handled, installed, and stored by the contractor. All material estimates and measurements are the responsibility of the contractor. Details, practices, and procedures not stated or referred to in these specifications shall comply with the published installation recommendations of the manufacturer/supplier. All material used on this project shall be new, unused and undamaged.

4.2. DELIVERY, STORAGE, AND HANDLING.

4.2.1. DELIVERY. All materials/products delivered to the job site shall be in new, dry, unopened, and well marked containers showing quantity, product name, and manufacturer's name. Delivery shall be of sufficient quantities so as to allow continuity of work.

4.2.2. STORAGE. The contractor shall safely store all material/products per manufacturer's recommendations. Products liable to be degraded as a result of weather conditions shall be maintained in suitable storage areas while moisture-sensitive products shall be maintained in dry storage areas. The contractor shall not create a potential fire hazard, nor violate other safety regulations while storing products. Contact the SSC for possible storage sites.

4.2.3. HANDLING. The contractor shall handle all products and materials in a safe, workmanlike manner, per the manufacturer's recommendations. Only experienced, knowledgeable contractor personnel will be allowed to apply, attach, or otherwise use any required products. Any material which is damaged or in damaged containers shall be properly discarded, and not used on the project.

4.3. PRODUCTS AND MATERIALS.

4.3.1. All products and materials shall comply with quality control, references, specifications, and manufacturers' data. Where conflicts may exist, the more stringent requirements shall govern.

4.3.2. The contractor shall provide the CO or COR with copies of Material Safety Data Sheets (MSDS's) for all materials/products

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to be used or consumed in execution of this contract which are considered to be, or contain hazardous chemicals. It is the intention of this requirement to ensure compliance with 29 CFR 1910.1200; therefore, MSDS's shall be provided prior to use, consumption, or application of such products. It will remain the responsibility of the COR to communicate this information to all affected FAA personnel.

4.3.3 APPROVAL. The contractor shall submit all products and material literature for approval prior to installation per Section 3.

4.3.4. MATERIAL SPECIFICATIONS (CFM).

4.3.4.1. GENERAL. All material shall adhere to the guidelines and specifications set forth in the latest editions of the UL, and ASTM publications. Items 4.3.4.2 through 4.3.4.6 are all major CFM items, however, they are not inclusive of all CFM required.

4.3.4.2. LIFT CABLES. 3/16" diameter, stainless steel wire rope, triple cable assembly, length as required for the pole (length varies, but approximately 2x the pole height, plus 25'), to include all required mounting hardware, springs, clips, guides, etc, all of which shall be stainless steel.

4.3.4.3. SPECIALTY CABLE. Multi-conductor flexible cable with SO-type insulation, conductors to match existing specialty cable configuration, to include all coaxial and terminations, in addition to cable tail to/from the junction box. Cable length varies, but approximately 2x the pole height, plus 25'.

4.3.4.4. JUNCTION BOXES. NEMA 4X stainless steel junction box with stainless steel mounting hardware, approx 12" x 12" x 6", including cable fittings, panel and terminal block, all similar to existing.

4.3.4.5. CABLE GRIP. Braided tension grip, stainless steel, sized per the specialty cable, manufactured by Kellem, or equal.

4.3.4.6. HARDWARE. All other fasteners, guide pins, springs, hardware, etc, not specifically mentioned above shall be stainless steel, and shall match the existing removed entities.

5. INSTALLATION. Refurbishment shall be started and completed on a single pole before moving on to the next pole. Installation shall follow generally accepted neat orderly workmanship, and shall generally adhere to the following:

a) Schedule appropriate pole with local FAA for shutdown. Ensure power is disconnected.

b) Lower lowering ring. Annotate equipment locations and orientations for proper reinstallation. Remove equipment.

c) Lower pole using properly sized and weighted crane. Annotate orientation for proper reinstallation.

d) Replace lift cables, specialty cables and connectors and associated grips, guide pins, springs, transition assembly and hardware. Test specialty cable to ensure it is within operational parameters.

e) Re-erect pole, ensuring proper orientation.

f) Replace the junction box and its appurtenances, tail cables and reterminate to proper terminal block lugs and connectors. Reattach all other removed equipment.

g) Cycle the lowering ring to demonstrate and ensure proper operation.

h) Repeat steps a through g for the next and all subsequent poles.

6. CLEANUP.

6.1. Before final inspection, the contractor shall thoroughly clean within the construction limits and the surrounding areas affected by this work, including the following:

a. All construction facilities, debris, and rubbish shall be removed from the buildings and the site on a daily basis.

b. All tools, scaffolding, ladders, temporary utility connections, building, etc., belonging to the contractor or used under his direction shall be removed from the site.

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6.2. All grounds, walkways, and other areas adjacent to the work shall be restored to the original condition before the contractor is released. Schedule a site examination with the COR, who will approve a final cleanup.

7. INSPECTIONS. The COR shall coordinate with the contractor and schedule a final inspection date. All work shall be accepted when all work required by this contract, including punch list items, is finished and has passed inspection.

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SPECIFICATIONS
FOR THE
REFURBISHMENT OF SIX LLWAS POLES
AT THE
ASHEVILLE REGIONAL AIRPORT
ASHEVILLE, NORTH CAROLINA

1. GENERAL.

1.1. These specifications cover the requirements of the Federal Aviation Administration (FAA) for the refurbishment of six LLWAS poles and appurtenances at Asheville Regional Airport, Asheville, NC. This project is to include all hardware, equipment, labor, cranes, supervision and transportation necessary to complete the required work.

1.2. The requirements of these specifications are intended to be in conformity with all current electrical, building and OSHA codes. If they are found to be in conflict, the contractor shall notify the pertinent FAA official prior to continuing. The contractor shall also adhere to all Federal, state, and local labor and safety statutes that may apply.

1.3. ACRONYMS AND ABBREVIATIONS.

AF - Airway Facilities
AVL - Identifier for Asheville, NC
CFM - Contractor Furnished Material
CO - Contracting Officer
COR - Contracting Officer's Representative
E/G - Engine Generator
FAA - Federal Aviation Administration
GFM - Government Furnished Material
LLWAS - Low-Level Wind Shear Alert System
MAX - Maximum
MIN - Minimum
NTP - Notice To Proceed
SMO - System Management Office
SSC - System Support Center (local FAA)

2. CONDITIONS AFFECTING WORK.

2.1. SCOPE OF WORK. The scope of work shall include, but is not limited to, furnishing all labor, materials, tools, equipment, and services as necessary to satisfactorily complete the refurbishment of the six LLWAS poles and appurtenances. The general scope of work by site is as follows:

a) Site 1 (Former SSC Office): Lower the 150' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

b) Site 2 (RTR Site): Lower the 150' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

c) Site 3 (Fletcher Limestone): Lower the 150' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

d) Site 4 (Off Butler Bridge Road): Lower the 150' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

e) Site 5 (Fitzpatrick Farm): Lower the 150' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and

connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

f) Site 6 (Off Mountain View Drive): Lower the 150' tall pole; replace all existing lift cables and hardware; replace the specialty cable and all connectors, cord grips and transition assembly. On the lowering ring, replace the existing j-box with terminal block, panel and cable fittings, electrical tail and connectors; all reflector assemblies; replace lowering cable guide pins, spring housings and all attachment hardware.

2.2. SCHEDULING OF WORK. The scope of work under this contract requires working on an operational FAA facility. The contractor, therefore, will be required to coordinate his daily activities with the local FAA. In addition, the contractor shall adhere to all airport requirements, including badging, bonding, insurance, access, etc. The contractor is expected to coordinate with the FAA such that he can egress the sites and work alone if necessary. All work, including daily cleanup, shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

2.3. EXISTING CONDITIONS.

2.3.1. ASBESTOS. No asbestos will be impacted during this contract.

2.3.2. LEAD. No lead will be impacted during this contract.

2.3.3. RESTROOMS. There are no restroom facilities at the sites.

2.3.4. WATER. There are no water facilities at the sites.

2.3.5. ELECTRICITY. 120v power is available to the contractor.

2.4. SITE VISIT. The bidder is expected to carefully examine the sites and all areas of proposed work to see firsthand the extent of work involved. The submission of a proposal will be considered prima facie evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work. It shall be the responsibility of the bidder to make his own interpretations of existing site conditions, as the drawings and specifications may not reflect all site characteristics. To coordinate a site visit, contact Ms. Sandra Pratt, AVL SCC Manager at (828)684-0421.

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2.5. WORKERS. Due to security regulations, no foreign national workers will be allowed on the job site without 30 day notification and approval. Contact the SSC Manager for further information.

3. SUBMISSIONS. No submissions are required.

4. MATERIAL.

4.1. GENERAL. All products and material specified herein shall be supplied, transported, maintained, handled, installed, and stored by the contractor. All material estimates and measurements are the responsibility of the contractor. Details, practices, and procedures not stated or referred to in these specifications shall comply with the published installation recommendations of the manufacturer/supplier. All material used on this project shall be new, unused and undamaged.

4.2. DELIVERY, STORAGE, AND HANDLING.

4.2.1. DELIVERY. All materials/products delivered to the job site shall be in new, dry, unopened, and well marked containers showing quantity, product name, and manufacturer's name. Delivery shall be of sufficient quantities so as to allow continuity of work.

4.2.2. STORAGE. The contractor shall safely store all material/products per manufacturer's recommendations. Products liable to be degraded as a result of weather conditions shall be maintained in suitable storage areas while moisture-sensitive products shall be maintained in dry storage areas. The contractor shall not create a potential fire hazard, nor violate other safety regulations while storing products. Contact the SSC for possible storage sites.

4.2.3. HANDLING. The contractor shall handle all products and materials in a safe, workmanlike manner, per the manufacturer's recommendations. Only experienced, knowledgeable contractor personnel will be allowed to apply, attach, or otherwise use any required products. Any material which is damaged or in damaged containers shall be properly discarded, and not used on the project.

4.3. PRODUCTS AND MATERIALS.

4.3.1. All products and materials shall comply with quality control, references, specifications, and manufacturers' data. Where conflicts may exist, the more stringent requirements shall govern.

4.3.2. The contractor shall provide the CO or COR with copies of Material Safety Data Sheets (MSDS's) for all materials/products to be used or consumed in execution of this contract which are considered to be, or contain hazardous chemicals. It is the intention of this requirement to ensure compliance with 29 CFR 1910.1200; therefore, MSDS's shall be provided prior to use, consumption, or application of such products. It will remain the responsibility of the COR to communicate this information to all affected FAA personnel.

4.3.3 APPROVAL. The contractor shall submit all products and material literature for approval prior to installation per Section 3.

4.3.4. MATERIAL SPECIFICATIONS (CFM).

4.3.4.1. GENERAL. All material shall adhere to the guidelines and specifications set forth in the latest editions of the UL, and ASTM publications. Items 4.3.4.2 through 4.3.4.6 are all major CFM items, however, they are not inclusive of all CFM required.

4.3.4.2. LIFT CABLES. 3/16" diameter, stainless steel wire rope, triple cable assembly, length as required for 150' pole (approx 325' each), to include all required mounting hardware, springs, clips, guides, etc, all of which shall be stainless steel.

4.3.4.3. SPECIALTY CABLE. Multi-conductor flexible cable with SO-type insulation, conductors to match existing specialty cable configuration, to include all coaxial and terminations, in addition to cable tail to/from the junction box. Approx 325' required per pole.

4.3.4.4. JUNCTION BOXES. NEMA 4X stainless steel junction box with stainless steel mounting hardware, approx 12" x 12" x 6", including cable fittings, panel and terminal block, all similar to existing.

4.3.4.5. CABLE GRIP. Braided tension grip, stainless steel, sized per the specialty cable, manufactured by Kellem, or equal.

4.3.4.6. HARDWARE. All other fasteners, guide pins, springs, hardware, etc, not specifically mentioned above shall be stainless steel, and shall match the existing removed entities.

5. INSTALLATION. Refurbishment shall be started and completed on a single pole before moving on to the next pole. Installation shall follow generally accepted neat orderly workmanship, and shall generally adhere to the following:

a) Schedule appropriate pole with local FAA for shutdown. Ensure power is disconnected.

b) Lower lowering ring. Annotate equipment locations and orientations for proper reinstallation. Remove equipment.

c) Lower pole using properly sized and weighted crane. Annotate orientation for proper reinstallation.

d) Replace lift cables, specialty cables and connectors and associated grips, guide pins, springs, transition assembly and hardware. Test specialty cable to ensure it is within operational parameters.

e) Re-erect pole, ensuring proper orientation.

f) Replace the junction box and its appurtenances, tail cables and reterminate to proper terminal block lugs and connectors. Reattach all other removed equipment.

g) Cycle the lowering ring to demonstrate and ensure proper operation.

h) Repeat steps a through g for the next and all subsequent poles.

6. CLEANUP.

6.1. Before final inspection, the contractor shall thoroughly clean within the construction limits and the surrounding areas affected by this work, including the following:

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a. All construction facilities, debris, and rubbish shall be removed from the buildings and the site on a daily basis.

b. All tools, scaffolding, ladders, temporary utility connections, building, etc., belonging to the contractor or used under his direction shall be removed from the site.

6.2. All grounds, walkways, and other areas adjacent to the work shall be restored to the original condition before the contractor is released. Schedule a site examination with the COR, who will approve a final cleanup.

7. INSPECTIONS. The COR shall coordinate with the contractor and schedule a final inspection date. All work shall be accepted when all work required by this contract, including punch list items, is finished and has passed inspection.

General Decision Number: NC080016 07/25/2008 NC16

Superseded General Decision Number: NC20070016

State: North Carolina

Construction Type: Building

Counties: Buncombe, Haywood, Henderson, Madison, McDowell, Transylvania and Yancey Counties in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008

* SUNC1990-010 02/12/1990

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.50	
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 8.50	
BOILERMAKERS.....	\$ 16.20	4.105
BRICKLAYER.....	\$ 7.77	
CARPENTER.....	\$ 6.66	
CEMENT MASON/CONCRETE FINISHER...	\$ 6.55	
ELECTRICIAN.....	\$ 8.36	
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 9.50	
GLAZIER.....	\$ 10.00	
IRONWORKER.....	\$ 6.66	
Laborers:		
Asphalt Rakers.....	\$ 6.55	
Mason Tenders.....	\$ 6.55	
Mortar Mixers.....	\$ 6.55	
Plasterers Tenders.....	\$ 6.55	
Unskilled.....	\$ 6.55	
LATHER.....	\$ 7.00	
Marble, Tile & Terrazzo Workers.....	\$ 7.00	
PAINTER.....	\$ 8.00	

Plasterer.....	\$ 8.40	.40
PLUMBER/PIPEFITTER.....	\$ 8.06	
Power equipment operators:		
Backhoe.....	\$ 6.55	
Bulldozer.....	\$ 6.55	
Compactor.....	\$ 6.55	
Crane.....	\$ 9.00	
Grader.....	\$ 6.55	
Loader.....	\$ 6.55	
Luteman.....	\$ 6.55	
Pan/Scraper.....	\$ 6.55	
Paver, Distributor, Screed..	\$ 6.55	
Roller.....	\$ 6.55	
Tractor.....	\$ 6.55	
Trenching Machine.....	\$ 6.55	
ROOFER.....	\$ 6.55	
Sheet metal worker.....	\$ 7.21	
SPRINKLER FITTER.....	\$ 6.57	
Terrazzo Grinders.....	\$ 6.55	
TRUCK DRIVER.....	\$ 6.55	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: NC080032 07/25/2008 NC32

Superseded General Decision Number: NC20070032

State: North Carolina

Construction Type: Building

County: Cumberland County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	02/08/2008
1	07/25/2008

* SUNC1994-001 10/24/1994

	Rates	Fringes
Bricklayer/Blocklayer.....	\$ 12.50	
CARPENTER (Including drywall hanging, acoustical tile installation and batt insulation).....	\$ 9.08	
Cement Mason/Concrete Finisher...	\$ 8.43	
ELECTRICIAN.....	\$ 9.71	
GLAZIER.....	\$ 8.77	
HVAC MECHANIC.....	\$ 9.26	
Insulator (pipe).....	\$ 10.42	.63
IRONWORKER, STRUCTURAL.....	\$ 10.76	
Laborer, Unskilled.....	\$ 6.55	
PAINTER (Brush).....	\$ 7.90	.04
PLUMBER.....	\$ 10.28	
ROOFER.....	\$ 6.75	
Sheet metal worker (Including HVAC Duct Work).....	\$ 9.36	
Soft Floor Layers & Carpet Layers.....	\$ 12.00	
TRUCK DRIVER.....	\$ 7.10	

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

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the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
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bargained wage and fringe benefit rates. Other designations
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because those Regional Offices have responsibility for the
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U.S. Department of Labor
200 Constitution Avenue, N.W.
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Washington, DC 20210

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CERTIFICATION OF INVOICE

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Contractor

Name

Contract Number

Title

Invoice Number

Date

BUSINESS DECLARATION

Tax Identification No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify major services/products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

12. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than
date of contract)

FORM APPROVED OMB NO.

9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
		(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY C	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY D	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY E	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY F	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			
SURETY G	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) (Typed)	1.	2.			

BOND PREMIUM	▶ RATE PER THOUSAND	TOTAL
	\$	\$

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of the approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)"

on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>												
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION ("X" one) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div> STATE OF INCORPORATION												
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width: 25%;">MILLION(S)</th> <th style="width: 25%;">THOUSAND(S)</th> <th style="width: 25%;">HUNDRED(S)</th> <th style="width: 25%;">CENTS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">CONTRACT DATE</div> <div style="width: 55%;">CONTRACT NO.</div> </div>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
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MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL						
Signature(s)	1.		2.		<i>Corporate Seal</i>	
		(Seal)		(Seal)		
Name(s) & Title(s) <i>(Typed)</i>	1.		2.			
INDIVIDUAL SURETY(IES)						
Signature(s)	1.		2.		(Seal)	
		(Seal)		(Seal)		
Name(s) <i>(Typed)</i>	1.		2.			
CORPORATE SURETY(IES)						
SURETY A	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.			
	Name(s) & Title(s) <i>(Typed)</i>	1.	2.			

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270 a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein: Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction regarding adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAST PERFORMANCE SURVEY

Solicitation No. DTFASO-09-R-00073

**Refurbishment of Low-Level Windshear Alert System (LLWAS) Poles at the Fayetteville
and Asheville Regional Airport, North Carolina**

Page 1 of 5

To: _____ (Reference Name)
_____ (Company)
_____ (Telephone No.)
_____ (Fax No.)

The Federal Aviation Administration (FAA) is currently evaluating our company/firm, _____, for past performance and customer satisfaction. Since you are one of our past customers it would be greatly appreciated if you would take 5 or 10 minutes to complete the following information and **return to the (FAA) via facsimile to (404) 305-5774, Attn: Kiersten D. Sellers no later than June 17, 2009.**

If you have any questions or comments, feel free to contact me. Thank you in advance for your assistance.

Sincerely,

Please identify the project(s) that this company has performed for your organization, description, city, state, and approximate dollar value:

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Respond to the following on a scale of 1 to 5, with 3 being average or acceptable, and 5 being best.

1. Did the contractor commit adequate resources in timely fashion to the contract to meet the requirements and to successfully solve problems? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
2. To what extent did the contractor respond positively and promptly to technical direction, contract change orders, etc.? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
3. How reliably did the contractor follow through on commitments? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
4. To what extent did the contractor's management system provide visibility into problems and risks? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
5. How responsive do you think the contractor was to information requests, issues, or problems during the course of the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
6. How effective has the contractor been in identifying user requirements? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
7. To what extent did the contractor have the ability to administer and manage the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
8. To what extent did the contractor issue professional correspondence? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
9. How well did the contractor adhere to the Statement of Work? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
10. What was your level of satisfaction with the contractor's management and support staff? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
11. What was your level of satisfaction with the contractor's Supervisor(s)? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
12. To what extent did the contractor submit required reports and documentation in a timely manner 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

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13. To what extent were the contractor's reports and documentation accurate and complete?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
14. To what extent was the contractor's maintenance and problem tracking/reporting documentation timely, accurate and of appropriate content?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
15. To what extent did the contractor comply with safety requirements?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
16. What was your level of satisfaction with the contractor's overall quality of service?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
17. To what extent was the contractor effective in interfacing with the Government staff?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
18. What was your level of overall customer satisfaction?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
19. To what extent were the contractor's employees experienced and qualified?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Respond: Yes or No.

20. Were there any cure notices issued? Yes: ____ No: ____
21. Was contractor pro-active? Yes: ____ No: ____
22. Did contractor suggest cost-saving changes? Yes: ____ No: ____
23. Would you recommend this contractor? Yes: ____ No: ____

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For Federal contracts:

24. Were there any Labor Department Investigations? Yes: ____ No: ____

24a. If yes, please describe reason and final outcome.

25. Were there any safety investigations? Yes: ____ No: ____

25a. If yes, please describe reason and final outcome.

26. Were there any security investigations? Yes: ____ No: ____

26a. If yes, please describe reason and final outcome.

27. Was there a partial or complete termination for default or convenience?

Yes: ____ No: ____

27a. If yes, please describe reason and final outcome.

28. Are there any pending terminations? Yes: ____ No: ____

29. What is/was the duration of the contract? _____

30. Were there any performance issues regarding the contractor's work? If yes, please describe.

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Please provide other comments:

Signature: _____

Company: _____

Date: _____